

**THE STATE OF TEXAS
COUNTY OF TRAVIS****INTERAGENCY COOPERATION
CONTRACT RELATED TO COLOCATION SERVICES AT THE
NETWORK SECURITY OPERATIONS CENTER**

THIS INTERAGENCY COOPERATION CONTRACT is entered into by and between the Department of Information Resources, an agency of the State of Texas (DIR) and the Texas Juvenile Justice Department (TJJD) (Customer) pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Texas Government Code Chapter 771.

I. CONTRACTING PARTIES

Performing Party: Texas Department of Information Resources (DIR)
300 W. 15th Street, Suite 1300
Austin, Texas 78701

Receiving Party: Texas Juvenile Justice Department
11209 Metric Blvd, Building H, Suite A
Austin, Texas 78758

II. PURPOSE:

The Customer desires to use the DIR Network Security Operations Center (NSOC) for Colocation of certain computer equipment during the term of this Agreement.

The **Department of Information Resources (DIR)** is the owner/manager of the Network Security Operations Center (NSOC) for and on behalf of the State and all agencies using the Center. DIR agrees to provide such Colocation services to subscribing agencies under the terms and conditions set forth in this Interagency Cooperation Contract.

III. STATEMENT OF SERVICES TO BE PERFORMED:

A. COLOCATION SERVICES. DIR shall provide Colocation services, more particularly described in Schedule A of this Contract. Such services include, giving Customer controlled access to the NSOC during the term of this Interagency Cooperation Contract, providing floor space in a secured area for the Customer-owned equipment, and providing environmental utilities.

B. NOTIFICATION AND PARTICIPATION OF DIR. In order for DIR to properly manage the operations at the NSOC, DIR requires the cooperation of all subscribing agencies at the NSOC to keep it notified and involved in the event of any changes to its needs. Customer agrees to notify DIR exclusively of any changes it may require to services from the NSOC. If necessary, DIR has the right to move the colocation space with 60 days advance notice to the Customer contact. The parties to this Interagency Cooperation Contract hereby designate their primary contacts for purposes of fulfilling this notification and continuing participation duty:

DIR Contact: Steve Pyle

Email: Steve.Pyle@dir.texas.gov

Phone: (512) 463-0417

Customer Contact: Michael Rutherford, Manager of Network Infrastructure

Email: Michael.Rutherford@tjtd.texas.gov

Phone: 512.490.7773

IV. BASIS FOR CALCULATING REIMBURSABLE COSTS:

The costs due from Customer associated with the colocation of 3 rack(s) in the assigned space at the NSOC are \$500.00 a month per rack. The monthly charge includes all environmental costs (i.e. power and HVAC). Rack space includes two AC power circuits per rack, one "A" feed and one "B" feed. Additional AC power circuits, in excess of the two provided, can be purchased at a one-time cost to Customer of \$1,500.00 per AC power circuit.

Customer Rack Space location is assigned as follows:

- **Room #** 129 **Cabinet ID** 200.22
- **Room #** 129 **Cabinet ID** 200.23
- **Room #** 129 **Cabinet ID** 200.24

V. CONTRACT AMOUNT:

The cost of this Interagency Cooperation Contract shall not exceed \$18,000.00 per twelve-month period. DIR reserves the right to increase the monthly rack space charge with a minimum of sixty days prior written notice to Customer. Changes in price will be implemented by contract amendment. If the parties cannot reach agreement on revised charges, either party may terminate this Contract upon thirty days prior written notice.

VI. PAYMENT FOR SERVICES:

Customer shall pay the amounts shown on an invoice from DIR. DIR shall invoice Customer monthly. **Payment shall be made no later than thirty days after the date the invoice is available for retrieval**, in accordance with the provisions of 1 TAC Rule 207.11 for TEX – AN billing.

VII. TERM OF CONTRACT:

This Contract is effective on the date the last party signs and will terminate after five years unless terminated earlier as provided for in this Contract. Either party may terminate this Contract upon thirty days prior written notice. This Contract can be renewed for an additional five-year term.

VIII. GENERAL PROVISIONS:

A. PUBLIC RECORDS. It shall be the independent responsibility of Customer and DIR to comply with the provisions of Chapter 552, Texas Government Code (the Public Information Act), as they apply to their respective information. Neither party is authorized to receive public information requests or take any other action under the Public Information Act on behalf of the other party.

B. CERTIFICATIONS. The parties to this Contract hereby acknowledge and affirm that the provision of the services described within this Contract, including all attachments, is both necessary and authorized. The parties certify, by signing in the spaces provided below, that this Contract neither requires nor permits either party to exceed its duties and responsibilities or the limitations of its appropriated funds. The parties agree that the services under this Contract are not required by Article XVI, Section 21, of the Texas Constitution to be provided under a contract awarded to the lowest responsible bidder. DIR is fulfilling its duties under this Contract pursuant to Chapter 2170, Texas Government Code. Customer certifies that it has statutory authority to perform its duties under this Contract pursuant to Chapter 12 of the Texas Human Resources Code.

IX. BINDING EFFECT. The parties bind themselves to the faithful performance of their respective obligations under this Contract.

X. AMENDMENTS. This Contract shall not become valid until signed by duly authorized representatives of both parties and may not be amended except by written document signed by both parties.

Executed to be effective as of the date of the last party to sign.

**TEXAS JUVENILE JUSTICE
DEPARTMENT**

By: 

Name: Camille Cain

Title: Executive Director

Date: 1/14/2021

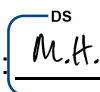
**DEPARTMENT OF
INFORMATION RESOURCES**

By: 

Name: Wayne Egeler

Title: Director of CTS

Date: 1/27/2021 | 3:52 PM CST

Office of General Counsel: 

SCHEDULE A COLOCATION SERVICES

Section A – Services Provided by DIR

DIR will provide the following services in support of the Interagency Cooperation Contract to which this Schedule is attached:

- Electricity to all areas of NSOC used by Customer.
- Air conditioning for all areas used in the NSOC by Customer at an approximate temperature not to exceed 80 degrees. HVAC is provided to the room via multiple HVAC units keeping room temperature and humidity optimized for electronic devices.
- Power will be available to accommodate all devices in the rack. Power supply by one City of Austin power grid. This power is filtered and backed up by a large-scale UPS system. A building generator with at least eight hours of run time, which could run continuously through an extended outage.
- Access to restrooms.

Section B – Customer Responsibilities

Customer is responsible for the following, at all times:

- The safety and security of all property belonging to Customer or within Customer's custody or control as well as all other state property to which it may have access during use of the NSOC.
- All equipment shall reside within Customer's cabinets.
- Customer shall maintain a clean environment at all times
- Background checks are required for all Customer employees and contractors of Customer requiring facility access to the rack space, at the expense of Customer, prior to gaining access to the NSOC.
- Rack cabinet is not to exceed 30W"X48D"X90H".

Section C – Fees

Fees are as set forth in Section IV of the Interagency Cooperation Contract.

Section D - Procedures

Customer must follow all procedures promulgated by DIR.

Section E – Party Contacts:

DIR Contact: Steve Pyle

Email: Steve.Pyle@dir.texas.gov

Phone: (512) 463-0417

Customer Contact (if different from Section III.B of the Agreement):

Name: Same

Email:

Phone:

END OF SCHEDULE A